

The Secret

of a long, happy, and useful life is the careful preservation of all the faculties with which you were endowed, and the sane and healthful use of them.

The eyes are the most important of all the sense organs. When they fail, and grow dim, the world is surely dark.

Take care of them intelligently. A little care now will save trouble.

A. N. Sanford,
OPTICIAN.

Boston Bldg. Fort St.

In the Spring

a young man's fancy lightly turns to thoughts of beer. Beer is our specialty and you will find our Primo a little better than that served anywhere else in town. Also the glasses hold more.

"The Hoffman"
Hotel Street near Nuuanu.

Consider your health; make it better by drinking

RAINIER BEER

the tonic that tones
AT ALL BARS

Wholesale at
Rainier Bottling Works
Phone 1331

Orpheum Theater

Pollard's Lilliputian Opera Co.

TONIGHT,

"Florodora"

TUESDAY,

"THE GEISHA GIRL,"
WEDNESDAY MATINEE
"THE GEISHA GIRL,"

WEDNESDAY and THURSDAY
VAUDEVILLE and SKETCHY BITS.

Perfect Scenic Productions in Every Detail.

PRICES: 25c., 50c. and 75c. Box Seats, \$1.

MATINEES: 50c and 25c

New Laundry Society

Sun Hing Tong Society with a membership of over 100 operates the following laundries: Sun Hing Tong, Liliha street (old Chinese theatre), Wo Hing corner Vineyard and Emma and Wo Kee Pauoa Road near Nuuanu street. With our three laundries we are prepared to do washing and ironing cheaper than any other laundry. Give us a trial.

FURNITURE

J. HOPP & COMPANY,
Lewers & Cooke Building.

NOTICE.

Dr. Minette Burnham, formerly of Chinese Hospital, has her office at 309-310 Boston Building, Tel. 303, Night telephone 1112 at the Macdonald.

DO YOU "GAWF"?

If you dawdle the sticks you had better try the links at Haleiwa. They are good, pleasantly located where there is always a light breeze and something pleasant to look at. The road to this famous resort abounds in scenery pleasant to the eye and the novelty of it wins the admiration of

Koa Furniture

UPHOLSTERING AND REPAIRING

WING CHONG CO.

Cor. King and Bethel. P. O. Box 1838

CHOICE EGGS FOR HATCHING

—from—
PRIZE WINNER STOCK.

"Crystal" White Orpingtons, S. Gray Dorkings, Black Minorcas, White Leghorns "Nonpareils," Brown Leghorns and Buff Wyandottes.

Orders filled in rotation and carefully packed.

WALTER C. WEEDON,
P. O. Box 658, Honolulu.

ALWAYS AHEAD

THE ROUGH RIDER CIGAR

Fitzpatrick Bros.

and

Myrtle Cigar Store.

DECORATE

FOR THE

FLEET

Tom Sharp

CAN HELP YOU.

NOTICE TO STOCKHOLDERS.

KIHEI PLANTATION CO., LTD.

All persons holding certificates of stock in the Kihei Plantation Company, Limited, in names other than their own and who may wish to dispose of said stock are urgently requested to have same transferred in order to avoid delay of payment is made on July 1st, 1908. No stock can be purchased except from stockholders of record on that date.

J. P. COOKE,

Treasurer Kihei Plantation Co. Ltd.
Honolulu, March 26th, 1908.

GOOD CLOTHES

—at—

SILVA'S TOGGERY

Elk's Building—King near Fort

PEARLS AND PEBBLES

(Continued from Page Two).

S. S. Nihau reports sighting a large piece of timber with eye bolts, a bit of wreckage, off Honuapo.

Purser Hart of the Nihau reports the roughest trip in his experience on that vessel. The Nihau arrived from Punaluu yesterday morning.

S. S. W. G. Hall arrived yesterday morning from Kauai with 6000 bags of sugar.

S. S. Iwalani yesterday morning arrived from Maui and Molokai ports with 62 pigs, 30 head of cattle, 23 calves, 1718 bags of sugar and a lot of miscellany.

Ship Astral expects to leave Hilo for around the Horn with sugar on Wednesday.

Ship Atlas is expected to sail from Kahului the middle of this week for the Atlantic coast with Hawaiian sugar and California wine.

Captain Quick of the Edward Sewall is of the opinion that the ship Atlas should beat the Sewall and the Astral to the Atlantic coast, the Atlas having just come off the drydock at San Francisco.

S. S. Mauna Kea sails at noon tomorrow for Hilo and way ports.

S. S. W. G. Hall sails for Kauai ports at 5 p. m. tomorrow.

S. S. Iwalani sails at 5 p. m. tomorrow for Maui and Molokai ports.

AMBASSADOR HILL

WASHINGTON, March 25.—The President and Secretary Root are amazed at the action of Emperor William in giving notice that David Jayne Hill, minister to the Netherlands, is persona non grata to him as the successor to Ambassador Charlemagne Tower at Berlin. Neither the president nor the secretary had any intimation until today that Minister Hill would not be welcome at Berlin.

Last November, when the announcement was made that Hill was to succeed Tower, the State Department had taken pains to obtain from the foreign office at Berlin the usual assurance that the new ambassador was persona grata.

The intimation that Minister Hill gave offense in some way while Prince Henry was in Washington in 1902 is not credited here. Not only was Hill complimented by the president for his skill in conducting the matters pertaining to the royal visitor's entertainment, but Prince Henry himself thanked Hill and gave him his photograph duly autographed with his good wishes.

every tourist who travels over it. We have excellent accommodations, fine cuisine and delightful surroundings. Write to Manager Bidgood about rooms.

UNDERTAKER'S COPYRIGHT SUIT

An interesting case, which will involve a point of law that has seldom been brought up in this Territory, will be tried before Judge Dole on Wednesday. This is the case of a subject in law which has been brought up in the Relief and Burial Association. Virtually, as far as Honolulu is concerned, J. E. Townsend is suing M. E. Silva for infringement of copyright.

A. F. Burke, of Ohio, originated the scheme in which he is represented in this city by J. H. Townsend. An association was formed, the members of which paid in monthly dues and upon death were ensured decent burial, with a certain number of hacks, a properly fitted casket and other like equipment for the occasion. A copyright of the document describing the scheme was obtained and on the ground that this copyright protects the plan the present suit is being brought.

At the time when the plan was first brought out here M. E. Silva was in the employ of Townsend. Becoming acquainted with the details of the plan, he left his position and started the Relief and Burial Association, using the same plan with a few slight variations, such as providing for, a small benefit, amounting to \$70 or \$80, for the relatives of the deceased.

The point which is to be fought out—whether the copyright protects the entire scheme or simply the document which describes it—will make an interesting contest. The complainant is represented by Thompson & Clemmons and the defendant by E. C. Peters.

JAPANESE VAGRANT

A large number of cases were on the calendar this morning at Police Court, but were disposed of with the usual alacrity.

Koda, a young Japanese who is one of the leading members of the "never work club," was sent over this morning for six months. The Japanese Consul had been asked to do something for this man but refused to have anything to do with the matter, precharge of the case.

Five drunks netted the Territory \$24. Three gamblers were found guilty and fined \$6 each.

Two Hawaiian girls were fined \$5 each for disturbing the quiet of the ferring the police to take entire night. The rest of the cases were continued until later dates.

MACARONI CO.'S HOUSE WARNING

The banquet given on Saturday night by the officers and directors of the Hawaiian Macaroni Company, in their new premises on Beretania street, was one of the most successful entertainments of its kind ever given in Honolulu.

The large building was tastefully decorated with palms and other plants, while Japanese and American flags were also used in profusion around the banquet hall. The guests were received by the President, K. Yamamoto, who had a cheering welcome for everyone. A large number of invitations had been sent out, and judging from the people present, very few declined.

Speeches were made by K. Yamamoto, Inspector Halsey of the immigrant Station, Alexander Hume Ford, and many others, and it was very late when the last guest had left for home.

Realty Transactions

Entered of Record April 4, 1908.

E. W. Barnard and wf to Tomo Sakada (w)

Mano (k) et al to A. F. Tavares

E. H. Kekapal and wf to Ching Jip et al

Jose de Souza to T. Kana

Mariano Botelho and wf to Manoel Carreiro Jr.

Olaa Sugar Co Ltd to A. G. Curtis

Nicholas Barquest and wf to Maria Pacheco

Maria R. Mala to Peter Machado

Meleilili Lahaina et al to Albert N. Campbell

Kahunaale Lahaina et al to Kehukal

Mohiohi Lahaina et al to Albert N. Campbell

Emma Lahaina et al to Albert N. Campbell

Recorded Mar. 31, 1908.

J. H. Schnack and wf to Richard Perera

D. lots 17 and 18, blk B, kul 85, Nuuanu Tract, Honolulu, Oahu. \$500.

B 299, p 310. Dated Jan 31, 1908.

S. Kamai and William C. Achi Tr. M; pe land and bldgs, Kamolihili, Honolulu, Oahu. \$75. B 303, p 193. Dated Mar 25, 1908.

F. K. Howard to William M. Vincent

D; por gr 5040, Makiki, Honolulu, Oahu \$1. B 299, p 312. Dated Mar 30, 1908.

J. A. Goncalves and wf to Ella L. T. Rowland

D; lot 446, patent 3500, Maganahae rd and Thurston ave, Honolulu, Oahu. \$2900. B 299, p 313. Dated Mar 11, 1908.

Von Hamm-Young Co Ltd to Hop Lau, Rel; 2 cylinder Reo touring car

MAKAPUU POINT LIGHTHOUSE

Should the lantern for the new lighthouse at Makapuu Point reach here in the near future there is a prospect that the light may be shining within a month or six weeks. The three buildings for the keepers' dwellings have been completed, the lens and apparatus are now on hand and the lantern alone is being waited for.

Captain Otwell is at present purchasing, or at least negotiating for the purchase of, more land for lighthouse purposes at Makapuu Point. The property desired belongs to the Bishop Estate and it may be some little time before the actual transaction is completed, on account of the necessity of sending the papers through the channels of the Department of Justice in Washington.

SEWALL SAILS FOR ATLANTIC

Ship Edward Sewall, Captain Quick, sails this afternoon for the Atlantic coast with sugar. She was to have sailed at daylight, but Captain Quick waited for mail by the Nippon Maru.

MAUI JUDGESHIP

It is understood that Governor Frear has been asked by the President, through the Department of Justice, probably, for an expression of his opinion on the matter of reappointing Kepoikal, as Judge for the Second Circuit Court in Maui. What answer was made is not known.

The Governor did not deny having received such a communication when asked about it at noon today, but was noncommittal on the whole matter. "I guess that is something I would better not say anything about just now," was all he would say.

Some time ago the Governor intimated that he should probably not take part in the Judgeship fight on Maui, inasmuch as the position is a Presidential appointment, but admitted that it was likely that he would be asked for an expression of opinion before the appointment was made. This is exactly what seems to have taken place but it cannot as yet be stated with recommendation the governor made when the matter was put up to him. The filling of the office within a short time will probably be the first that is known on the matter, definitely.

NEWSPAPER DINNER

There were press and police dinners at Scotty's Saturday evening, not because any alarm had been sent in but for the reason that E. P. Irwin of the Bulletin is going away in the Irmgard and Chief of Detectives A. P. Taylor is bound for the coast when the transport Buford comes along. It was a two-edged send-off and a feast was the main exercise, though it was followed by fireworks and a mock trial, the guests of honor being handcuffed during the excitement following an explosion of cannon crackers under the table and placed on trial before Judge Logan on charges of a terrible nature. It was an imaginary crime, however, and Taylor and Irwin were not really guilty. Connors is supposed to be responsible for the fireworks, which frightened the police. The only damage done was when a firecracker went up Post Ayres' trouser leg and scorched his calf. Except for the fireworks and eloquence it was an unusually quiet affair. Taylor was wished a pleasant vacation and was voted a good fellow and a good man in the office he holds. It was regretted that Irwin was giving up local newspaper work to become an author.

The repeat was well gotten up and dainty viands were strewn generously about the cloth, a bunch being provided for each guest.

The guests were George Henshall, W. J. Cooper, L. P. Connors, Daniel Logan, James W. W. Brewster and W. P. Sablin of The Star; Charles Abright, E. P. Irwin and Mr. Hakuole of the Bulletin; R. O. Matheson and H. M. Ayres of the Advertiser; and Chief Taylor, Joe Leal, Charles Reeves, William Pennington and Charles Rose of the police department.

factory No. 2319. \$1000. B 303, p 199. Dated Mar 31, 1908.

F. S. Lyman Tr to Elizabeth K. Victor, Rel; 1-4 lot in kul 2663 and pe land Waiakae, etc, Hilo, Hawaii. \$317. B 303, p 198. Dated Mar 25, 1908.

Annie T. K. Parker by gdn to Honokaa Sugar Co, Exchg L; por ap 2, kul 997, Kapoaula, Hamakua, Hawaii. 15 yrs. B 293, p 470. Dated Mar 13, 1908.

Honokaa Sug Co to Gdn of Annie T. K. Parker, Exchg L; por gr 7825, Mananahae, Hamakua, Hawaii. 15 yrs. B 293, p 470. Dated Mar 31, 1908.

A. N. Kepoikal and wf to David C. Lindsey Tr. M; R Ps 5979, etc, Kalua, etc, Wailuku, Maui; lot 35, R P 3886, rents, etc, Pulehuiki, Kula, Maui. \$8000. B 303, p 195. Dated Mar 14, 1908.

LAND CASE WON BY JUDGE HAPAI

(Continued from Page One.)

ivated almost all of the land with bananas, pineapples, coffee, flowers, vegetables and fruit trees. He has always kept a caretaker on the premises. His intention was to make the place his home and to live there all of the time when his work did not necessitate his presence in Hilo. All his savings went toward improving the place. In 1906, after the application for a patent, he voted in Oiaa, previous to that time voting in Hilo. If all of the times the place was occupied by plaintiff, his wife and family were added together it would make about two years.

Plaintiff is entitled to a patent if, as the statute provides, he has resided on the land not less than two years and has substantially performed all of the other conditions of his lease, the only other condition in this case which is claimed was not fulfilled being the one that "the lessee shall from the end of the first year of the said term to the end of the fifth year thereof continuously maintain his home on such premises." It will be observed that that condition in the lease cannot be performed to its full extent by a lessee who shortly after the third year of his term applies for a patent, otherwise he could not get a patent until after the fifth year of his term. So that, so far as the right to a patent is concerned, if the lessee has resided on the land for not less than two years, it is immaterial to inquire whether the condition as to continuously maintaining a home thereon has been carried out. This is also shown by the statute requiring as prerequisites to obtaining a patent a residence on the land of not less than two years and a substantial performance of all "other" conditions of the lease. To reside on certain premises and to continuously maintain a home thereon do not mean the same thing, as a person may do either one without doing the other.

All that is necessary to decide in this case, however, is whether plaintiff has resided on the land for not less than two years. The contention of defendant is that plaintiff, in order to prevail, must show that he has maintained on the premises for not less than two years a permanent and fixed abode with the present intention there to remain. Even if this contention goes too far, plaintiff has shown by undisputed evidence all that is required by it. That plaintiff also maintained a home in Hilo, where he lived when absent on business from his Oiaa place, is not sufficient in this case to show a noncompliance with the statute, whatever its effect might be in some other case. In so far as the conclusion depends upon a question of fact, the finding of the circuit judge is in favor of plaintiff, and while that finding is not binding on this court it is certainly entitled to weight. We may add that, if it appeared in any way, as it does not in this case, that the compliance with the condition as to residence was not made in good faith, a different conclusion might follow.

The decree appealed from is affirmed. C. F. Clemmons, (Thompson & Clemmons on the brief), for plaintiff. W. L. Whitney, Deputy Attorney General (C. R. Hemenway, Attorney General, also on the brief), for defendant.

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TURBINE STEAMSHIP

UNION IRON WORKS MAN GOING TO STUDY THE ENGINES ON LINER'S FIRST TRIP.

Fred. A. Gardner, the representative of the Union Iron Works who is bound for Yokohama on the Nippon Maru, in speaking this morning about his trip stated: "I am going out to meet the new turbine steamer Tenyo Maru, and will make a careful study of her engines on her trial trip, or to be more exact her maiden trip to the United States."

"The installing of turbine engines in a Pacific liner is something entirely new, and the entire shipbuilding world is looking forward to see how they work. There is a great deal of difference between turbine and reciprocating engines, and my object is to see the